

SP0300-04-R-M005

CAUTION NOTICE

The Defense Supply Center Philadelphia has implemented STORES (Subsistence Total Order and Receipt Electronic System) for ordering items under this solicitation. Initially, all orders will be sent via FAX to your company from the DOD customers. Contractors are encouraged to become EDI capable. Orders will eventually be sent electronically using a standard EDI purchase order (ASC X12 version 3040 transaction set 850) which will come from the customer directly to you, the supplier. Your company should consider taking the necessary steps to enable your company to compete for business in the future. Your attention is directed to clauses 52.204-9P02, Information Relating to Electronic Data Interchange (EDI) (Mar 1994) DSCP. Our goal at the Defense Supply Center Philadelphia is to utilize EDI to the maximum extent possible.

This solicitation for commercial items implements the Federal Acquisition Streamlining Act (FASA). Offerors are cautioned that award under this commercial item solicitation may be based on initial offers received. Offerors are therefore advised to submit initial offers accordingly.

SP0300-04-R-M005

NOTICE TO OUR VALUED SUPPLIERS

The automated STORES (Subsistence Total Order and Receipt Electronic System) will be used to the maximum extent practical on the resultant contracts from this solicitation. Orders will be sent via a computer generated fax (STORES purchase order). In order to facilitate the receipt and payment process, there is specific information contained on the STORES purchase order that must be mirrored on the vendor's invoice.

The following six elements MUST be annotated on the invoice. These elements are on the system generated STORES purchase order, and the information needs to be transferred to the invoice:

- 1. Contract Number - i.e., SP0300-00-D-V000**
- 2. Call Number – Julian Date of the Purchase Order**
- 3. Lead Contract Line Item Number (CLIN) – First item on the purchase order**
- 4. Purchase Order Number**
- 5. Required Delivery Date (RDD) – Date of Delivery**
- 6. DODAAC (Customer Identification) 6 digits**

The information may be hand written on the invoice. Please ensure the information is correct and legible.

Invoices for those customers placing orders under STORES must be submitted for payment to the following address:

**DFAS Columbus Center
ATTN: DFAS-CO-LSCBB
P.O. Box 182317
Columbus, OH 43218**

SP0300-04-R-M005

NOTICE TO OUR VALUED SUPPLIERS

The following attached forms require information to be furnished by each offeror.

Any questions may be directed to the Contract Specialist at the telephone number shown on page 1, block 7.

1. Complete Page 1, Blocks 17a, 30a, 30b, and 30c
2. Complete all "Schedule" sheets (Offered Prices)
3. Complete all "Offeror Representations and Certifications" and the following clauses:

52.212-3 Pages 29 thru 34

252.212-7000 Pages 44 thru 45

52.215-6 Pages 50 thru _____

52.242-9P18 Pages 51 thru _____

Authorized Negotiators Pages 52 thru _____

NOTE: All Offerors are required to submit a Wholesale Price List for all items contained in their offer.

NOTE: Please submit the following Identification Numbers:
(DUN & BRADSTREET) DUNS#: _____
CAGE CODE _____

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER				PAGE 1 OF									
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE					
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No collect calls)		8. OFFER DUE DATE/ LOCAL TIME					
9. ISSUED BY		CODE		<div>10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:</div>		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS					
						<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)							
						13b. RATING							
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP							
15. DELIVER TO		CODE		16. ADMINISTERED BY						CODE			
17a. CONTRACTOR/OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY						CODE	
TELEPHONE NO.										18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER													
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY		22. UNIT	23. UNIT PRICE		24. AMOUNT		
		<i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>											
25. ACCOUNTING AND APPROPRIATION DATA								26. TOTAL AWARD AMOUNT (For Govt. Use Only)					
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.						<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:							
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)							
30b. NAME AND TITLE OF SIGNER (Type or print)				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)				31c. DATE SIGNED			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED
 ☐ INSPECTED
 ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY <i>(Print)</i>		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT <i>(Location)</i>		
		42c. DATE REC'D <i>(YY/MM/DD)</i>		42d. TOTAL CONTAINERS

ADDENDUM

CONTINUATION OF BLOCKS ON THE SF 1449

Block 8 (Continued):

Offer due date and local time is: **May 25, 2004, AT 3 O’CLOCK PM, EASTERN TIME**

Block 9 (Continued):

- Address **Mailed Offer** To:

Defense Logistics Agency
Defense Supply Center Philadelphia
Post Office Box 56667
Philadelphia, PA 19111-6667

- Deliver **Handcarried Offer**, Including Delivery By Commercial Carrier, To:

Defense Supply Center Philadelphia
Business Opportunities Office
Bldg 36, 2ND Floor,
700 Robbins Avenue
Philadelphia, PA 19111-5092

All handcarried offers are to be delivered to the Business Opportunities Office between 8:00 AM and 5:00 PM Monday through Friday except for legal federal holidays as set forth in 5 USC 6103.

Offerors that respond to this solicitation using a commercial carrier service must ensure that the commercial carrier service “handcarries” the offer/modification/withdrawal to the Business Opportunities Office prior to the scheduled opening/closing time.

Commercial carrier delivered offers/modifications/withdrawals must be plainly marked **ON THE OUTSIDE OF THE COMMERCIAL CARRIER’S ENVELOPE** with the solicitation number, date, and time set forth for receipt of offers

- **Send Facsimile Offer** To: (215) 737-9300,9301,9302 or 9303. Facsimile Offers are authorized.

INSTRUCTIONS

1. **ITEMS TO BE PROCURED:** BREAD, BAKERY AND PASTRY PRODUCTS
2. **REQUIREMENTS FOR:** US AND USNS SHIPS IN THE SAN DIEGO AREA
3. **EFFECTIVE PERIOD OF THE CONTRACT:** SEPTEMBER 1, 2004 THROUGH AUGUST 31, 2006
4. THIS SOLICITATION IS ISSUED UNRESTRICTED.
5. MINIMUM/MAXIMUM QUANTITIES: SEE CLAUSE 52.216-22 - INDEFINITE QUANTITY

THE QUANTITIES SHOWN REPRESENT THE QUANTITIES ESTIMATED TO BE ORDERED OVER THE DELIVERY PERIOD. OFFERS WILL BE EVALUATED BASED ON THE ESTIMATED QUANTITIES.

THE ESTIMATED TOTAL CONTRACT DOLLAR AMOUNT WILL BE CALCULATED BASED ON THE AGGREGATE UNIT PRICES FOR ALL ITEMS AT THE ESTIMATED QUANTITIES. ACTUAL QUANTITIES ORDERED MAY VARY AMONG THE LINE ITEMS.

THE CONTRACT MINIMUM AMOUNT TO BE ORDERED UNDER ANY CONTRACT(S) IS 10% OF THE TOTAL ESTIMATED CONTRACT DOLLAR AMOUNT.

THE MAXIMUM AMOUNT WHICH CAN BE ORDERED UNDER THE CONTRACT IS 25% OVER THE ESTIMATED CONTRACT DOLLAR AMOUNT.

6. A COPY OF YOUR CURRENT CATALOG, PRICE LIST, ETC. ***SHALL*** BE FORWARDED WITH YOUR OFFER. ***THIS IS A MANDATORY REQUIREMENT.***

7. ALL DELIVERY TICKETS AND INVOICES MUST SHOW THE TOTAL LOAVES/PACKAGES DELIVERED FOR EACH LINE ITEM AND TOTAL WEIGHT DELIVERED FOR EACH LINE ITEM.

8. WITHIN 48 HOURS AFTER RECEIPT OF A NOTICE OF AWARD, THE SUCCESSFUL CONTRACTOR WILL SUPPLY EACH ORDERING ACTIVITY WITH THEIR CODING SYSTEM (PULL DATE, COLOR CODES, ETC) ***THIS IS A MANDATORY REQUIREMENT.***

9. ROUNDING OFF OF OFFER AND AWARD PRICES. **SEE CLAUSE 52.214-9P06.**

10. THE GOVERNMENT RESERVES THE RIGHT TO MAKE AN AWARD UNDER THIS SOLICITATION BASED ON INITIAL OFFERS RECEIVED WITHOUT OPENING NEGOTIATIONS.

GROUP I - BREAD AND BAKERY PRODUCTS – US & USNS SHIPS IN SAN DIEGO
NOTE: ESTIMATED QUANTITY IS FOR 1 YEAR – THIS IS A TWO YEAR CONTRACT

SCHEDULE

ITEM NO.	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1.	BREAD, WHITE, FRESH Pan baked, sandwich, enriched 24 OZ LOAF PRICE PER LOAF _____ CODE _____	106,000	LBS	_____	_____
2.	BREAD, WHITE, FRESH, sliced, thick, pan baked (for texas toast) 24 OZ LOAF PRICE PER LOAF _____ CODE _____	2,400	LBS	_____	_____
3.	BREAD, WHOLE WHEAT, FRESH sliced, pan baked 24 OZ LOAF PRICE PER LOAF _____ CODE _____	41,000	LBS	_____	_____
4.	BREAD, RAISIN, FRESH sliced, pan baked, round top 16 OZ LOAF PRICE PER LOAF _____ CODE _____	9,400	LBS	_____	_____
5.	BREAD, RYE, FRESH sliced, pan baked, round top 32 OZ LOAF PRICE PER LOAF _____ CODE _____	6,300	LBS	_____	_____
6.	BREAD, SOURDOUGH, FRESH sliced 32 OZ LOAF PRICE PER LOAF _____ CODE _____	2,000	LBS	_____	_____

GROUP I - BREAD AND BAKERY PRODUCTS – US & USNS SHIPS IN SAN DIEGO

NOTE: ESTIMATED QUANTITY IS FOR 1 YEAR – THIS IS A TWO YEAR CONTRACT

SCHEDULE

ITEM NO.	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
7.	BREAD, PART WHOLE WHEAT, FRESH pan baked, round top 24 OZ LOAF PRICE PER LOAF _____ CODE _____	10,200	LBS	_____	_____
8.	BREAD, PUMPERNICKLE, FRESH sliced, hearth baked 32 OZ LOAF PRICE PER LOAF _____ CODE _____	800	LBS	_____	_____
9.	BREAD, FRENCH, FRESH hearth baked 16 OZ LOAF PRICE PER LOAF _____ CODE _____	100	LBS	_____	_____
10.	BAGELS, PLAIN, FRESH 6/PKG PRICE PER PKG _____ NET WT PER PKG _____ CODE _____	12,200	LBS	_____	_____
11.	BAGELS, ONION, FRESH 6/PKG PRICE PER PKG _____ NET WT PER PKG _____ CODE _____	750	LBS	_____	_____
12.	BAGELS, CINNAMON RAISIN, FRESH 6/PKG PRICE PER PKG _____ NET WT PER PKG _____ CODE _____	1,200	LBS	_____	_____

GROUP I - BREAD AND BAKERY PRODUCTS – US & USNS SHIPS IN SAN DIEGO
NOTE: ESTIMATED QUANTITY IS FOR 1 YEAR – THIS IS A TWO YEAR CONTRACT

SCHEDULE

ITEM NO.	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
	BAGELS, SUNDRIED TOMATO, FRESH				
13.	6/PKG PRICE PER PKG _____ NET WT PER PKG _____ CODE _____	300	LBS	_____	_____
	BAGELS, BLUEBERRY, FRESH,				
14.	6/PKG PRICE PER PKG _____ NET WT PER PKG _____ CODE _____	1,600	LBS	_____	_____
	BAGELS, STRAWBERRY, FRESH				
15.	6/PKG PRICE PER PKG _____ NET WT PER PKG _____ CODE _____	700	LBS	_____	_____
	BAGELS, PLAIN, FRESH, mini				
16.	12/PKG PRICE PER PKG _____ NET WT PER PKG _____ CODE _____	300	LBS	_____	_____
	MUFFIN, ENGLISH, FRESH enriched				
17.	10/PKG PRICE PER PKG _____ NET WT PER PKG _____ CODE _____	10,200	LBS	_____	_____
	ROLLS, DINNER, FRESH brown and serve				
18.	12/PKG PRICE PER PKG _____ NET WT PER PKG _____ CODE _____	1,400	LBS	_____	_____

GROUP I - BREAD AND BAKERY PRODUCTS – US & USNS SHIPS IN SAN DIEGO
NOTE: ESTIMATED QUANTITY IS FOR 1 YEAR – THIS IS A TWO YEAR CONTRACT

SCHEDULE

ITEM NO.	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
19.	ROLLS, DINNER, FRESH, white, pan baked 12/PKG PRICE PER PKG _____ NET WT PER PKG _____ CODE _____	700	LBS	_____	_____
20.	ROLLS, FRANKFURTER, FRESH sliced, white, pan baked 12/PKG PRICE PER PKG _____ NET WT PER PKG _____ CODE _____	35,800	LBS	_____	_____
21.	ROLLS, FRENCH, FRESH white, hearth baked, enriched, hard 12/PKG PRICE PER PKG _____ NET WT PER PKG _____ CODE _____	600	LBS	_____	_____
22.	ROLLS, HAMBURGER, FRESH sliced, white, pan baked 12/PKG PRICE PER PKG _____ NET WT PER PKG _____ CODE _____	58,000	LBS	_____	_____
23.	ROLLS, HOAGIE/SUBMARINE, FRESH sliced, white, hearth baked 6/PKG PRICE PER PKG _____ NET WT PER PKG _____ CODE _____	18,000	LBS	_____	_____
24.	ROLLS, PARKERHOUSE, FRESH white, pan baked 12/PKG PRICE PER PKG _____ NET WT PER PKG _____ CODE _____	400	LBS	_____	_____

GROUP I - BREAD AND BAKERY PRODUCTS – US & USNS SHIPS IN SAN DIEGO
NOTE: ESTIMATED QUANTITY IS FOR 1 YEAR – THIS IS A TWO YEAR CONTRACT

SCHEDULE

ITEM NO.	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
	ROLLS, SOURDOUGH, FRESH sliced				
25.	MIN 12/PKG PRICE PER PKG _____ NET WT PER PKG _____ CODE _____	100	LBS	_____	_____
	BAGUETTO, BREAD, FRENCH Unsliced –				
26.	6 - 8 PER PKG COUNT PER PKG _____ NET WEIGHT PER PKG _____ PRICE PER PKG _____ CODE _____	2,400	LBS	_____	_____

ESTIMATED TOTAL GROUP I: _____

OFFERORS WILL INDICATE THEIR REGULARLY SCHEDULED NON-BAKE DAYS: _____

PHONE NUMBER, FAX NUMBER AND NAME OF CONTACT WHEN PLACING ORDERS:

WITHIN 48 HOURS AFTER RECEIPT OF A NOTICE OF AWARD THE SUCCESSFUL CONTRACTOR WILL SUPPLY EACH ORDERING ACTIVITY WITH THE CONTRACTOR'S CODING SYSTEM (PULL DATE, COLOR CODES, ETC.) **THIS IS A MANDATORY REQUIREMENT**

EVALUATION OF OFFERS WILL BE MADE USING THE PRICE PER POUND. LOAF/PACKAGE PRICES WILL BE USED AT THE DISCRETION OF THE CUSTOMER FOR ORDERING/BILLING PURPOSES.

GOVERNMENT QUALIFICATION:

"ALL ITEMS TO BE AWARDED WILL BE AWARDED TO ONE OFFEROR"

OFFEROR QUALIFICATIONS:

GROUP II - PASTRY PRODUCTS – US & USNS SHIPS IN SAN DIEGO
NOTE: ESTIMATED QUANTITY IS FOR 1 YEAR – THIS IS A TWO YEAR CONTRACT

SCHEDULE

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BREAD, BAKERY and PASTRY PRODUCTS

ITEM NO.	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
	APPLE FRITTER, FRESH,				
27.	12/PKG PRICE PER PKG _____ NET WT PER PKG _____ CODE _____	3,700	LBS	_____	_____
	BEAR CLAWS, MINI FRESH danish w/almond flavoring & nuts				
28.	12/PKG PRICE PER PKG _____ NET WT PER PKG _____ CODE _____	1,500	LBS	_____	_____
	BROWNIES, W/NUTS, FRESH full sheet, 80 cuts per sheet, fudged iced				
29.	1/EA PRICE PER PKG _____ NET WT PER PKG _____ CODE _____	850	EA	_____	_____
	CAKE, CHOCOLATE, FRESH round, chocolate iced				
30.	1/EA PRICE PER PKG _____ NET WT PER PKG _____ CODE _____	44,000	LBS	_____	_____
	CAKE, MARBLE, FRESH round, white iced				
31.	1/EA PRICE PER PKG _____ NET WT PER PKG _____ CODE _____	8,000	LBS	_____	_____
	CAKE, SPICE, FRESH round, cinnamon iced				
32.	1/EA PRICE PER PKG _____ NET WT PER PKG _____ CODE _____	17,800	LBS	_____	_____

GROUP II - PASTRY PRODUCTS – US & USNS SHIPS IN SAN DIEGO**NOTE: ESTIMATED QUANTITY IS FOR 1 YEAR – THIS IS A TWO YEAR CONTRACT****SCHEDULE**

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BREAD, BAKERY and PASTRY PRODUCTS

ITEM NO.	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
33.	CAKE, WHITE, FRESH round, white iced 1/EA PRICE PER PKG _____ NET WT PER PKG _____ CODE _____	35,600	LBS	_____	_____
34.	COOKIES, CHOCOLATE CHIP, FRESH 48/PER BOX PRICE PER PKG _____ NET WT PER PKG _____ CODE _____	5,000	LBS	_____	_____
35.	COOKIES, OATMEAL, FRESH 48/PER BOX PRICE PER PKG _____ NET WT PER PKG _____ CODE _____	3,000	LBS	_____	_____
36.	COOKIES, PEANUT BUTTER, FRESH 48/PER BOX PRICE PER PKG _____ NET WT PER PKG _____ CODE _____	3,600	LBS	_____	_____
37.	COOKIES, SHORT BREAD, FRESH 48/PER BOX PRICE PER PKG _____ NET WT PER PKG _____ CODE _____	2,000	LBS	_____	_____
38.	DANISH PASTRY, CHEESE, FRESH 12/PER PKG PRICE PER PKG _____ NET WT PER PKG _____ CODE _____	300	LBS	_____	_____

GROUP II - PASTRY PRODUCTS – US & USNS SHIPS IN SAN DIEGO**NOTE: ESTIMATED QUANTITY IS FOR 1 YEAR – THIS IS A TWO YEAR CONTRACT****SCHEDULE**

ITEM	ESTIMATED	UNIT	TOTAL
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BREAD, BAKERY and PASTRY PRODUCTS

NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	PRICE	PRICE
	DANISH, ASSORTED, MINI, FRESH				
39.	12/PKG PRICE PER PKG _____ NET WT PER PKG _____ CODE _____	1,600	LBS	_____	_____
	DOUGHNUTS, CAKE STYLE, FRESH old fashioned, glazed				
40.	12/PKG PRICE PER PKG _____ NET WT PER PKG _____ CODE _____	20,000	LBS	_____	_____
	DOUGHNUTS, FRESH coated w/sugar				
41.	12/PKG PRICE PER PKG _____ NET WT PER PKG _____ CODE _____	13,400	LBS	_____	_____
	DOUGHNUTS, FRESH filled w/chocolate cream				
42.	12/PKG PRICE PER PKG _____ NET WT PER PKG _____ CODE _____	28,000	LBS	_____	_____
	DOUGHNUTS, FRESH filled w/lemon, glazed				
43.	12/PKG PRICE PER PKG _____ NET WT PER PKG _____ CODE _____	13,000	LBS	_____	_____
	DOUGHNUTS, FRESH filled w/maple cream				
44.	12/PER PKG PRICE PER PKG _____ NET WT PER PKG _____ CODE _____	10,000	LBS	_____	_____

GROUP II - PASTRY PRODUCTS – US & USNS SHIPS IN SAN DIEGO**NOTE: ESTIMATED QUANTITY IS FOR 1 YEAR – THIS IS A TWO YEAR CONTRACT****SCHEDULE**

ITEM NO.	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
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BREAD, BAKERY and PASTRY PRODUCTS

DOUGHNUTS, FRESH

filled w/raspberry, glazed

45.	12/PKG	20,200	LBS	_____	_____
	PRICE PER PKG _____				
	NET WT PER PKG _____				
	CODE _____				

DOUGHNUTS, FRESH

glazed

46.	12/PKG	35,500	LBS	_____	_____
	PRICE PER PKG _____				
	NET WT PER PKG _____				
	CODE _____				

DOUGHNUTS, FRESH

iced w/chocolate

47.	12/PKG	18,400	LBS	_____	_____
	PRICE PER PKG _____				
	NET WT PER PKG _____				
	CODE _____				

DOUGHNUTS, FRESH

iced w/maple, oblong

48.	12/PKG	5,000	LBS	_____	_____
	PRICE PER PKG _____				
	NET WT PER PKG _____				
	CODE _____				

DOUGHNUTS, FRESH

plain

49.	12/PKG	3,500	LBS	_____	_____
	PRICE PER PKG _____				
	NET WT PER PKG _____				
	CODE _____				

LEMON SQUARES, FRESH

½ sheet cake, 40 cuts, w/pastry crust, lemon filling & confection sugar

50.	1/EA	293	EA	_____	_____
	PRICE PER PKG _____				
	NET WT PER PKG _____				
	CODE _____				

GROUP II - PASTRY PRODUCTS – US & USNS SHIPS IN SAN DIEGO**NOTE: ESTIMATED QUANTITY IS FOR 1 YEAR – THIS IS A TWO YEAR CONTRACT****SCHEDULE**

ITEM NO.	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
	MUFFIN, APPLE, FRESH				

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BREAD, BAKERY and PASTRY PRODUCTS

51.	20/PKG PRICE PER PKG _____ NET WT PER PKG _____ CODE _____	3,300	LBS	_____	_____
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MUFFIN, BANANA, FRESH

52.	20/PKG PRICE PER PKG _____ NET WT PER PKG _____ CODE _____	15,000	LBS	_____	_____
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MUFFIN, BLUBERRY, FRESH

53.	20/PKG PRICE PER PKG _____ NET WT PER PKG _____ CODE _____	20,200	LBS	_____	_____
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MUFFIN, BRAN, FRESH

54.	20/PKG PRICE PER PKG _____ NET WT PER PKG _____ CODE _____	5,000	LBS	_____	_____
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MUFFIN, CORN, FRESH

55.	20/PKG PRICE PER PKG _____ NET WT PER PKG _____ CODE _____	700	LBS	_____	_____
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MUFFIN, CRANBERRY, FRESH

56.	20/PKG PRICE PER PKG _____ NET WT PER PKG _____ CODE _____	1,400	LBS	_____	_____
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GROUP II - PASTRY PRODUCTS – US & USNS SHIPS IN SAN DIEGO**NOTE: ESTIMATED QUANTITY IS FOR 1 YEAR – THIS IS A TWO YEAR CONTRACT****SCHEDULE**

ITEM NO.	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
	MUFFIN, PLAIN, FRESH				

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BREAD, BAKERY and PASTRY PRODUCTS

57.	20/PKG	1,300	LBS	_____	_____
	PRICE PER PKG _____				
	NET WT PER PKG _____				
	CODE _____				

MUFFIN, SPICE, FRESH

58.	20/PKG	400	LBS	_____	_____
	PRICE PER PKG _____				
	NET WT PER PKG _____				
	CODE _____				

MUFFIN, STRAWBERRY, FRESH

59.	20/PKG	8,000	LBS	_____	_____
	PRICE PER PKG _____				
	NET WT PER PKG _____				
	CODE _____				

ROLLS, CINNAMON, FRESH

60.	12/PKG	3,500	LBS	_____	_____
	PRICE PER PKG _____				
	NET WT PER PKG _____				
	CODE _____				

ROLLS, CROISSANT, FRESH

61.	12/PKG	8,000	LBS	_____	_____
	PRICE PER PKG _____				
	NET WT PER PKG _____				
	CODE _____				

SWEET ROLLS, CINNAMON, FRESH

62.	12/PKG	6,200	LBS	_____	_____
	PRICE PER PKG _____				
	NET WT PER PKG _____				
	CODE _____				

GROUP II - PASTRY PRODUCTS – US & USNS SHIPS IN SAN DIEGO**NOTE: ESTIMATED QUANTITY IS FOR 1 YEAR – THIS IS A TWO YEAR CONTRACT****SCHEDULE**

ITEM NO.	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
	SWEET, ROLLS, FRESH				
	assorted pastry/danish				
63.	12/PKG	6,500	LBS	_____	_____

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BREAD, BAKERY and PASTRY PRODUCTS

PRICE PER PKG _____

NET WT PER PKG _____

CODE _____

SWEET ROLLS, RAISIN, FRESH

64. 12/PKG 600 LBS _____
PRICE PER PKG _____
NET WT PER PKG _____
CODE _____

ESTIMATED TOTAL GROUP II: _____

OFFERORS WILL INDICATE THEIR REGULARLY SCHEDULED NON-BAKE DAYS: _____

PHONE NUMBER, FAX NUMBER AND NAME OF CONTACT WHEN PLACING ORDERS:

WITHIN 48 HOURS AFTER RECEIPT OF A NOTICE OF AWARD THE SUCCESSFUL CONTRACTOR WILL
SUPPLY EACH ORDERING ACTIVITY WITH THE CONTRACTOR'S CODING SYSTEM (PULL DATE,
COLOR CODES, ETC.) **THIS IS A MANDATORY REQUIREMENT**

EVALUATION OF OFFERS WILL BE MADE USING THE PRICE PER POUND. LOAF/PACKAGE
PRICES WILL BE USED AT THE DISCRETION OF THE CUSTOMER FOR ORDERING/BILLING
PURPOSES.

GOVERNMENT QUALIFICATION:

"ALL ITEMS TO BE AWARDED WILL BE AWARDED TO ONE OFFEROR"

OFFEROR QUALIFICATIONS:

GROUP III - PIE PRODUCTS – US & USNS SHIPS IN SAN DIEGO
NOTE: ESTIMATED QUANTITY IS FOR 1 YEAR – THIS IS A TWO YEAR CONTRACT

SCHEDULE

ITEM NO.	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
65.	PIE, APPLE, FRESH (READY TO EAT) two crust, lattice or crumb top, fruit or soft, 9" dia 1/EA	11,000	EA	_____	_____

57

BREAD, BAKERY and PASTRY PRODUCTS

DIAMETER 9" MIN
 NET WT PER PKG _____
 CODE _____

PIE, BLUEBERRY, FRESH (READY TO EAT)
 two crust, lattice top, fruit fill, 9" dia

66.	1/EA	3,400	EA	_____	_____
	DIAMETER <u>9" MIN</u>				
	NET WT PER PKG _____				
	CODE _____				

PIE, PEACH, FRESH (READY TO EAT)
 two crust, lattice top, fruit fill, 9" dia

67.	1/EA	3,000	EA	_____	_____
	DIAMETER <u>9" MIN</u>				
	NET WT PER PKG _____				
	CODE _____				

PIE, CHERRY, FRESH (READY TO EAT)
 two crust, lattice top, fruit fill, 9" dia

68.	1/EA	5,000	EA	_____	_____
	DIAMETER <u>9" MIN</u>				
	NET WT PER PKG _____				
	CODE _____				

PIE, LEMON, FRESH (READY TO EAT)
 two crust, lattice top, soft fill, 9" dia

69.	1/EA	400	EA	_____	_____
	DIAMETER <u>9" MIN</u>				
	NET WT PER PKG _____				
	CODE _____				

PIE, PINEAPPLE, FRESH (READY TO EAT)
 two crust, lattice top, soft fill, 9" dia

70.	1/EA	500	EA	_____	_____
	DIAMETER <u>9" MIN</u>				
	NET WT PER PKG _____				
	CODE _____				

GROUP III - PIE PRODUCTS – US & USNS SHIPS IN SAN DIEGO**NOTE: ESTIMATED QUANTITY IS FOR 1 YEAR – THIS IS A TWO YEAR CONTRACT****SCHEDULE**

ITEM NO.	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
	PIE, PUMPKIN, FRESH (READY TO EAT) one crust open face 9" dia				
71.	1/EA	5,000	EA	_____	_____
	DIAMETER <u>9" MIN</u>				

57

BREAD, BAKERY and PASTRY PRODUCTS

NET WT PER PKG _____

CODE _____

PIE, CHOCOLATE MERINGUE, FRESH (READY TO EAT)

9" dia

72.	1/EA	900	EA	_____	_____
	DIAMETER <u>9" MIN</u>				
	NET WT PER PKG _____				
	CODE _____				

PIE, COCONUT, MERINGUE FRESH (READY TO EAT)

9" dia

73.	1/EA	600	EA	_____	_____
	DIAMETER <u>9" MIN</u>				
	NET WT PER PKG _____				
	CODE _____				

PIE, LEMON MERINGUE, FRESH (READY TO EAT)

9" dia

74.	1/EA	2,000	EA	_____	_____
	DIAMETER <u>9" MIN</u>				
	NET WT PER PKG _____				
	CODE _____				

PIE, CHOCOLATE CREAM, FRESH (READY TO EAT)

9" dia

75.	1/EA	4,400	EA	_____	_____
	DIAMETER <u>9" MIN</u>				
	NET WT PER PKG _____				
	CODE _____				

PIE, COCONUT CREAM, FRESH (READY TO EAT)

9" dia

76.	1/EA	2,000	EA	_____	_____
	DIAMETER <u>9" MIN</u>				
	NET WT PER PKG _____				
	CODE _____				

GROUP III - PIE PRODUCTS – US & USNS SHIPS IN SAN DIEGO**NOTE: ESTIMATED QUANTITY IS FOR 1 YEAR – THIS IS A TWO YEAR CONTRACT****SCHEDULE**

ITEM NO.	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
PIE, COCONUT CUSTARD, FRESH (READY TO EAT)					
9" dia					
77.	1/EA	900	EA	_____	_____
	DIAMETER <u>9" MIN</u>				
	NET WT PER PKG _____				

57

BREAD, BAKERY and PASTRY PRODUCTS

CODE_____

PIE, EGG CUSTARD, FRESH (READY TO EAT)

9"dia

78.	1/EA	800	EA		
	DIAMETER <u>9" MIN</u>				
	NET WT PER PKG _____				
	CODE _____				

PIE, PECAN, FRESH (READY TO EAT)

9"dia

79.	1/EA	9,000	EA		
	DIAMETER <u>9" MIN</u>				
	NET WT PER PKG _____				
	CODE _____				

PIE, CHEESE, FRESH (READY TO EAT)

9" dia

80.	1/EA	3,200	EA		
	DIAMETER <u>9" MIN</u>				
	NET WT PER PKG _____				
	CODE _____				

ESTIMATED TOTAL GROUP III: _____

OFFERORS WILL INDICATE THEIR REGULARLY SCHEDULED NON-BAKE DAYS: _____

PHONE NUMBER, FAX NUMBER AND NAME OF CONTACT WHEN PLACING ORDERS:

WITHIN 48 HOURS AFTER RECEIPT OF A NOTICE OF AWARD THE SUCCESSFUL CONTRACTOR WILL SUPPLY EACH ORDERING ACTIVITY WITH THE CONTRACTOR'S CODING SYSTEM (PULL DATE, COLOR CODES, ETC.) **THIS IS A MANDATORY REQUIREMENT**

EVALUATION OF OFFERS WILL BE MADE USING THE PRICE PER POUND. LOAF/PACKAGE PRICES WILL BE USED AT THE DISCRETION OF THE CUSTOMER FOR ORDERING/BILLING PURPOSES.

GOVERNMENT QUALIFICATION:

OFFEROR QUALIFICATIONS:

FRESHNESS REQUIREMENTS FOR BAKERY PRODUCTS

Fresh bakery products shall conform to the following freshness requirements:

1. Bread, Cakes, Doughnuts, Muffins, Pies, and Rolls must be delivered 24 hours after baking (except following a non-bake day, 48 hours).
2. Brown & Serve Rolls, must be delivered 36 hours after production:

PACKAGING, PACKING AND LABELING

All packaging and packing shall be in accordance with good commercial practice. Except Bread & Bakery Products, they are to be delivered in commercial type containers (Disposal Boxes) which prevents crushing of the product(s). Boxes should have a middle fiberboard strip to prevent crushing of product. Due to space limitations, boxes cannot exceed the following dimensions: 26" X 22". Labeling shall be in accordance with commercial labeling complying with the Federal Food, Drug, and Cosmetic Act and regulations promulgated thereunder.

All items must be identified with readable dates (open code dates), coded dates, or with color-coded twist ties. Contractors who do not use open dating will provide a product code number key/twist tie color listing. The product code number key/color coded twist tie listing shall explain the actual date of production or processing. Copies of key/color codes listing will be furnished to each destination receiving officer and each destination inspection agency with the first delivery.

ADDITIONAL ITEMS

The customers will be able to add additional bread and bakery items to this contract after the date of award. The price of the item must be determined by the Contracting Officer to be fair and reasonable. Items will be added to the STORES catalog without a written modification to the contract. In any case, these items ***MAY NOT*** increase the original dollar value of the contract by more than 25%

ADDITIONAL CUSTOMERS

Additional DoD and Non-DoD customers located in the same distribution area as the successful contractor may be added to the contract, based on a mutually agreed upon implementation plan. The additional customer(s) can not increase the dollar value of the contract by more than 25% in total.

FOSSAC

The Fitting Out and Supply Support Assistance Center (FOSSAC) was hired to continue the delivery process for the ships by transporting the stores from the brow of the ship into their storeroom. In order to accomplish this, the Contractor may have to schedule deliveries through the Fleet Industrial Supply Center (FISC) when making deliveries of their product.

DELIVERY SCHEDULE

A delivery ticket will accompany each delivery citing order number, unit price, itemized, extended and totaled. It is Mandatory that the Delivery Ticket include the contract number, call number, lead clin number, purchase order number, government unit of issue. Total quantity based on Government unit of issue.

DELIVER TO:

SHIPS LOCATED ATFISC PIER (NAVY PIER)
NAVAL AMPHIBIOUS BASE (NAB) CORONADO, CA
NAVAL AIR STATION (NAS) NORTH ISLAND, CA
BROADWAY PIER
NAVAL STATION
SUB PIER, PT. LOMA
CONTINENTAL MARITIME
NASSCO
SOUTHWEST MARITIME
CAMPBELL SHIPYARD
AWS PIER
FUEL PIER, PT. LOMA
US COAST GUARD
ANY OTHER DELIVERY POINT IN THE SAN DIEGO AREA SPECIFIED AT THE TIME OF ORDERING.

DAYS AND TIME OF DELIVERY

Deliveries are required six (6) days per week, Monday through Saturday between the hours of 0500 and 1100 hours for all terms in Group I and between midnight and 0600 for all items in group II & III. **All items are to be delivered in disposable shipping containers.**

Occasionally, deliveries times may need to be readjusted by the ordering activity, however, no delivery is to be made later than 1500 hours.

All deliveries to ships will be inspected at Bldg. 3483, Naval Station prior to delivery. Inspection will be by the Army veterinary activity between the hours of 4:30 am and 11:00 am daily, except Saturday, Sunday, and

BREAD, BAKERY and PASTRY PRODUCTS

national legal holidays. Inspection of orders placed for delivery after inspection hours shall be the responsibility of the end user.

All deliveries exclude national legal holidays unless otherwise indicated by ordering activity. Ordering and use of these are for US Navy Ships and USNS vessels in San Diego.

Contractor will obtain a signature at the time of delivery on the delivery tickets. Delivery tickets will contain the ship's order number and the contract number. In order to process receipts a copy of the delivery ticket shall be dropped off at the FISC (Fleet Industrial Supply Center) at the south end corner of Bldg. 116 located on Cummings street by the truck driver.

Note: Due to fluctuating arrival and/or departure schedules, ships may require delivery of products within a specific time frame (i.e., before 9:00 am or after 2:00 pm, etc). The ordering officer will advise the contractor of any special delivery requirements when placing orders. Deliveries are not required to be made outside of the established delivery period as set forth above, unless specifically agreed to between the contractor and the customer.

In the event the contractor cannot deliver because a ship has moved or sailed and the contractor was not notified, call customer service at FISC, San Diego at (619) 556-0408 for resolution and/or disposition of product. If the contractor incurs transportation expenses due to such non-delivery or re-delivery, it is agreed that the government will reimburse the contractor for those transportation and non-delivery or re-delivery related expenses so incurred in the amount not to exceed \$100.00: provided the contractor submits an invoice for the amount so incurred together with a signed statement. The statement shall, as a minimum, include the delivery order number, name of ship, date, time and location delivery was attempted. Re-delivery of contractor-shortage products is not applicable to the reimbursement fee of \$100.00. This non-delivery or re-delivery transportation reimbursement is an addition to product cost. If the contractor is unable to deliver the order and cannot utilize, sell or ultimately re-deliver product to original or any other customer, the foregoing procedure applies.

EMERGENCY DELIVERIES TO BE MADE AS REQUIRED

The customer will be responsible to notify the contractor of any changes in location or departure date. FISC San Diego will place orders in the name of the customer or for items requested by log.

The contractor warrants that they will provide a person and telephone number where orders and changes can be received between 9:00 am and 4:00 pm, Monday through Saturday.

If the contractor is unable to deliver product for any reason, contact customer service section, Subsistence Branch, Bldg. 322, Naval Station, San Diego. (619) 234-1552 or (619) 235-1550 for resolution of problems or disposition of product.

INVOICES AND PAYMENTS PLACED THROUGH STORES

DFAS COLUMBUS
P.O. BOX 182317
COLUMBUS, OH. 43318

The contractor shall be required in the future to interface with stores for electronic invoicing or have the capability to access the web for invoicing.

CONTRACT ADMINISTRATION DATA**MAIL INVOICES TO/PAYMENT WILL BE MADE BY:**

DFAS-SA/FPK
ATTN: DFAS-CO-SES
P.O. Box 182317
Columbus, OH 43218

DSCP is in the process of changing over to a new system, Business System Modernization (BSM). All Market Ready contractors must be capable of invoicing electronically. The contractors have four choices:

1. To be EDI capable and invoice electronically by the use of 810's.
2. Market Ready Web Site: This site provides the contractor the capability of creating and correcting invoices.
3. The use of DFAS WINNS system.
4. Use a private firm to prepare invoices.

52.212-1 -- Instructions to Offerors -- Commercial Items (Jan. 2004)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation. **SEE ADDENDUM PAGE 49**

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing. **SEE ADDENDUM PAGE 49**

52.212-1 (continued)

BREAD, BAKERY and PASTRY PRODUCTS

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately. **SEE ADDENDUM PAGE 49**

(f) *Late submissions, modifications, revisions, and withdrawals of offers.*

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government’s control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the

BREAD, BAKERY and PASTRY PRODUCTS

solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) *Availability of requirements documents cited in the solicitation*.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section

Suite 8100

470 L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925)

Facsimile (202 619-8978).

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--

Department of Defense Single Stock Point (DoDSSP)

Building 4, Section D

700 Robbins Avenue

Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179

Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained—

(A) By telephone at (215) 697_2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the Internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for DUNS number.

(k) *Central Contractor Registration.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(a) *Definitions.* As used in this provision:

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Service-disabled veteran-owned small business concern”--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern” means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

52.212-3 (continued)

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

➔ (3) *Taxpayer Identification Number* (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal government.

➔ (4) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or Local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____

➔ (5) *Common Parent.*

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

➔ (1) *Small business concern.*

The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

➔ (2) *Veteran-owned small business concern.* (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)

The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

➔ (3) *Service-disabled veteran-owned small business concern.* (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.)

The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

➔ (4) *Small disadvantaged business concern.* (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)

52.213-3 (continued)

The offeror represents, for general statistical purposes, that it ☐ **is**, ☐ **is not**, a small disadvantaged business concern as defined in 13 CFR 124.1002.

➔ (5) *Women-owned small business concern.* (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)

The offeror represents that it ☐ **is**, ☐ **is not** a women-owned small business concern.

➔ **NOTE:** *Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.*

➔ (6) *Women-owned business concern.* (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.)

The offeror represents that it ☐ **is**, ☐ **is not** a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.*

If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* **(Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)**

(i) **(Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).)** The offeror represents as part of its offer that it ☐ **is**, ☐ **is not** an emerging small business.

(ii) **(Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).)**

Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) **(Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concern, or FAR 52.219-25, Small Disadvantaged Business**

Participation Program - Disadvantaged Status and Reporting and the offeror desires a benefit based on its disadvantaged status.)(i) *General.* The offeror represents that either--

(A) It ☐ **is**, ☐ **is not** certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-NET), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ **has**, ☐ **has not** submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *(The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)*

Alternate II (iii) Address. The offeror represents that its address [] is, [] is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address", as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

Alternate I (10) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) *(The offeror shall check the category in which its ownership falls):*

☐ Black American.

☐ Hispanic American.

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

52.212-3 (continued)

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

Alternate III (11) *HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)* The offeror represents as part of its offer that

➔ (i) It ☐ **is**, ☐ **is not** a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ **is**, ☐ **is not** a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:

_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) *Representations required to implement provisions of Executive Order 11246—*

➔ (1) *Previous Contracts and Compliance.* The offeror represents that--

(i) It ☐ **has**, ☐ **has not**, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 11114; and

(ii) It ☐ **has**, ☐ **has not**, filed all required compliance reports.

➔ (2) *Affirmative Action Compliance.* The offeror represents that--

(i) It ☐ **has** developed and **has on file**, ☐ **has not** developed and **does not have on file**, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ☐ **has not** previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.)

By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act--Balance of Payments Program Certificate.* (The certificate in DFARS 252.225-7000 or 7006 shall be completed if it is provided as an Attachment to 52.212-3.)

52.212-3 (continued)

(g) *Buy American Act - North American Free Trade Agreement (NAFTA) Israeli Trade Act - Balance of Payments Program Certificate.* (The certificate in DFARS 252.225-7035 shall be completed if it is provided as an Attachment to 52.212-3.)

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award* (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ **Are**, ☐ **are not** presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) ☐ **Have**, ☐ **have not**, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ☐ **Are**, ☐ **are not** presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(j) *Certification Regarding Knowledge of Child Labor for Listed End Products* (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

52.212-4 -- Contract Terms and Conditions -- Commercial Items (Oct. 2003)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (*e.g.*, use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

(i) Name and address of the Contractor;

(ii) Invoice date and number;

52.212-4 (continued)

- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment*.

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt Payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

52.212-4 (continued)

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(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

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(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) *Central Contractor Registration (CCR)*.

- (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

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(2) (i) If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day’s written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor’s CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

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(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (Aug 1996)(31 U.S.C 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer shall check as appropriate.]

 X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

 (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).

 X (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

 (4) (i) 52.219-5, Very Small Business Set-Aside (June 2003)(Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

 (ii) Alternate I (Mar 1999) of 52.219-5.

 (iii) Alternate II (June 2003) of 52.219-5.

 (5) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).

 (ii) Alternate I (Oct 1995) of 52.219-6.

 (iii) Alternate II (Mar 2004) of 52.219-6.

 (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).

 (ii) Alternate I (Oct 1995) of 52.219-7.

 (iii) Alternate II (Mar 2004) of 52.219-7.

 X (7) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)).

 (8) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2002)(15 U.S.C. 637 (d)(4)).

 (ii) Alternate I (Oct 2001) of 52.219-9.

 (iii) Alternate II (Oct 2001) of 52.219-9.

52.212-5 (continued)

 (9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).

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- ___ (10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (June 2003)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (June 2003) of 52.219-23.
- ___ (11) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (12) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (13) 52.222-3, Convict Labor (June 2003)(E.O. 11755).
- ___ (14) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2004) (E.O. 13126).
- X (15) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X (16) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).
- X (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).
- X (18) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).
- X (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).
- ___ (20) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ___ (21) 52.225-1, Buy American Act--Supplies (June 2003)(41 U.S.C. 10a-10d).
- ___ (22) (i) 52.225-3, Buy American Act –Free Trade Agreement – Israeli Trade Act (Jan 2004)(41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77,108-78).
- ___ (ii) Alternate I (Jan 2004) of 52.225-3.
- ___ (iii) Alternate II (Jan 2004) of 52.225-3.
- ___ (23) 52.225-5, Trade Agreements (Jan 2004)(19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

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___ (24) 52.225-13, Restrictions on Certain Foreign Purchases (Dec 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (25) 52.225-15, Sanctioned European Union Country End Products (Feb 2000)(E.O. 12849).

___ (26) 52.225-16, Sanctioned European Union Country Services (Feb 2000)(E.O. 12849).

___ (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (28) 52.232.30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (29) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).

___ (30) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).

___ (31) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).

___ (32) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

___ (33) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003)(46 U.S.C. 1241 and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

___ (1) 52.222-41, Service Contract Act of 1965, as Amended (May 1989)(41 U.S.C. 351, *et seq.*).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (May 1989)(29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).

52.212-5 (continued)

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____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989)(41 U.S.C. 351, *et seq.*).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (Oct 2000)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).

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(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*)

(vi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Apr 2003)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64,

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS (NOV 1995) DFARS

(a) Definitions.

As used in this clause--

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) *Representation of Extent of Transportation by Sea.* (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it--

___ **Does** anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

252.212-7000 (continued)

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___ **Does not** anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2004)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

___ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

___ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

___ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

___ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

___ 252.225-7001 Buy American Act and Balance of Payments Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).

 X 252.225-7012 Preference for Certain Domestic Commodities (FEB 2003) (10 U.S.C. 2533a).

___ 252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).

___ 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).

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_____	252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (APR 2003) (____ Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Pub. L. 104-61 and similar sections in subsequent DoD appropriations acts).
_____	252.225-7021	Trade Agreements (JAN 2004) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
_____	252.225-7027	Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
_____	252.225-7028	Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
_____	252.225-7036	Buy American Act--Free Trade Agreements--Balance of Payments Program (JAN 2004) (____ Alternate I) (JAN 2004) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
_____	252.225-7038	Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).
_____	252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (OCT 2003) (Section 8021 of Pub. L. 107-248).
_____	252.227-7015	Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
_____	252.227-7037	Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
_____	252.232-7003	Electronic Submission of Payment Requests (DEC 2003) (10 U.S.C. 2227).
_____	252.243-7002	Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
_____	252.247-7023	Transportation of Supplies by Sea (MAY 2002) (____ Alternate I) (MAR 2000) (____ Alternate II) (MAR 2000) (____ Alternate III) (MAY 2002) (10 U.S.C. 2631).
_____	252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

252.212-7001 (continued)

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

52.212-9000 CHANGES - MILITARY READINESS (MAR 2001) DLAD

The commercial changes clause at FAR 52.212-4(c) is applicable to this contract in lieu of the changes clause at FAR 52.243-1. However, in the event of a Contingency Operation or a Humanitarian or Peace Keeping Operation, as defined below, the contracting officer may, by written order, change--

- (1) the method of shipment or packing, and
- (2) the place of delivery.

If any such change causes an increase in the cost of, or the time required for performance, the contracting officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The contractor must assert its right to an adjustment within 30 days from the date of receipt of the modification.

"Contingency Operation" means a military operation that--

(i) Is designated by the Secretary of Defense as an operation in which members of the armed forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force; or

(ii) Results in the call or order to, or retention on, active duty of members of the uniformed services under 10 U.S.C. 688, 12301(a), 12302, 12304, 12305, or 12406, chapter 15 of U.S.C., or any other provision of law during a war or during a national emergency declared by the President or Congress (10 U.S.C. 101(a)(13)).

"Humanitarian or Peacekeeping Operation" means a military operation in support of the provision of humanitarian or foreign disaster assistance or in support of peacekeeping operation under Chapter VI or VII of the Charter of the United Nations. The term does not include routine training, force rotation, or stationing. (10 U.S.C. 2302(8) and 41 U.S.C. 259(d)(2)(B)).

The following ADDITIONAL PROVISIONS/CLAUSES are set forth in FULL TEXT:

52.233-9000 AGENCY PROTESTS (SEPTEMBER 1996) DLAD

Companies protesting this procurement may file a protest 1) with the Contracting Officer, or 2) with the General Accounting Office, or 3) pursuant to Executive Order No. 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office. Protests filed with the agency should clearly state that they are an "Agency Level Protest under Executive Order No. 12979." (Note: DLA procedures for Agency Level Protests filed under Executive Order No. 12979 allow for a higher level decision on the initial protest than would occur with a protest to the contracting officer; this process is not an appellate review of a contracting officer's decision on a protest previously filed with the contracting officer). Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the contracting officer.

52.233-9001 DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN 2001) DLAD

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1), or, for the Agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and with legal counsel (see DLA Directive 5145.1). Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.

(c) If you wish to opt out of this clause, check here []. Alternate wording may be negotiated with the contracting officer.

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

<http://www.dla.mil/j-3/j-336/icps.htm> OR <http://www.dla.mil/j-3/j-336/logisitspolicy/procurmentlinks2.htm>.

52.252-1 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.dla.mil/j-3/j-336/icps.htm> OR

<http://www.dla.mil/j-3/j-336/logisitspolicy/procurmentlinks2.htm>

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The following changes are applicable to clause 52.212-1 *INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (OCT 2000)*

Paragraph (c) Period of Acceptance of Offers

delete 30 calendar days and insert 90 calendar days.

Paragraph (d) Product Samples, is deleted in its entirety.

Paragraph (e) Multiple Offers, is deleted in its entirety.

Paragraph (h) Multiple Awards, is deleted in its entirety.

The following provisions are added to 52.212-1

(k) *Rounding Off of Offer and Award Prices.* Prices shall be limited to a maximum of two decimal places. For evaluation and award purposes, offers containing a price of more than two decimal places shall be rounded off to two decimal places.

(l) *Evaluation of Offers*

(a) Offers for less than the total estimated quantity of any single line item will not be considered.

(b) Any offer that is conditioned or qualified by stipulation that the offer is to be considered only if prior to the date of award, the offeror receives (or does not receive) an award under another procurement, will be rejected.

(c) Offerors are encouraged to offer on each and every item. When the offeror is not itself a producer of an item(s) arrangements may be made to obtain such item(s) from other approved sources.

(d) Unless otherwise specified in the solicitation, single line items may be awarded in the best interest of the Government unless offers are specifically qualified. However, in addition to these factors, low offers on the individual items from offerors who fail to offer on all items may be foregone by the Government if acceptance

(1) would prevent the Government from obtaining all of its needs for all items under the solicitation and (2) would force the Government into a second procurement for items left unawarded.

The following provisions/clauses, when checked, are incorporated by reference:

Number

X 52.204-6 *CONTRACTOR IDENTIFICATION NUMBER - DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)*

X 252.217-7017 *TIME OF DELIVERY (DEC 1991) DFARS*

Paragraph (c): Insert 48 hours for Dairy and Bakery items and 5 days for Eggs and Meat items.

X 252.217-7018 *CHANGE IN PLANT LOCATION -- BAKERY AND DAIRY PRODUCTS (DEC 1991) DFARS*

X 252.217-7019 *SANITARY CONDITIONS (DEC 1991) ALTERNATE 1 (DEC 1991) DFARS*

 52.219-6 *NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE. (JUL 1996)**

X 52.222-24 *PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW (APR 1984)*

X 52.232-18 *AVAILABILITY OF FUNDS (APR 1984)*

X 52.204-9P02 *INFORMATION RELATING TO ELECTRONIC DATA INTERCHANGE (EDI) (MAR 1994) DSCP*

* Clause 52.219-6, **NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE**, paragraph (c), line 3 delete “only” and insert “50% or more”.

The following provisions/clauses are set forth in full text.

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

➔ (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

➔ (b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address, City, County, State, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent	Item	Business Size Status
--	---	------	----------------------

52.211-9P38 PLACE OF PERFORMANCE (MAR 1999) DSCP

(a) The offeror must stipulate in the Place of Performance clause, included in this solicitation, information pertinent to the place of performance. Failure to furnish this information with the offer may result in rejection of the offer.

(b) No change in the place(s) of performance shall be permitted between the opening/closing date of the bid/offer and the award except where time permits and then only upon receipt of the contracting officer's written approval.

(c) Any change in place(s) of performance cited in this offer and in any resulting contract is prohibited unless it is specifically approved in advance by the contracting officer.

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued from August 30, 2004 through August 31, 2006 *EXCEPT THAT WHEN THE CITED COMMENCEMENT DATE FALLS ON A NON-WORKDAY, ORDERS MAY BE PLACED ON THE WORKDAY IMMEDIATELY PRECEDING.*

(b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

THE FOLLOWING APPLIES TO NON-STORES CUSTOMERS ONLY

(c) If mailed, a delivery order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule. The authorized ordering officer or the duly authorized representative of any base/activity shown in the delivery schedule of this contract is hereby authorized to order from the contract. Oral delivery orders are

52.216-18 (continued)

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permitted and will be promptly confirmed in writing by the authorized ordering officer or the duty authorized representative.

OR

Oral delivery orders may be consolidated into a single confirming written delivery order and the original furnished to the contractor on the 15th and 30th of each month, but in no event later than the 30th day subsequent to the oral order. Only the contractor may elect which alternative method of confirmation is to be employed under the contract. Notice of its election must be orally provided to the ordering officer.


52.216-9P06 ORDER LIMITATIONS (OCT 1995) DSCP

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$25.00, the Government is not obligated to purchase, nor is the contractor obligated to furnish, those supplies or services under the contract.

(b) The delivery order(s) shall specify delivery(ies) no less than 48 hours from the date of issuance of the delivery order. Changes and/or cancellations to delivery order(s) may be made by giving contractor no less than 24 hours notice to be computed from time of receipt by the contractor of the written or oral change(s) or cancellation(s).

52.242-9P18 MAILING ADDRESS FOR PAYMENT (JAN 1992) DSCP (FOR PAYMENT MADE BY OTHER THAN EFT)

Offeror shall indicate below the address to which payment should be mailed, if such address is different from that shown by the offeror on page 1 of this solicitation.



52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the schedule as the "minimum".

52.216-22 (continued)

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(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract, and not completed within that period, shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after August 31, 2006.

AUTHORIZED NEGOTIATORS

➔ The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: (list names, titles, and telephone numbers of the authorized negotiators).

PHONE NUMBER: _____

FAX NUMBER: _____

52.209-9P07 PRE-AWARD PLANT SURVEY (JAN 1992) DSCP

To determine the responsibility of prospective contractors, the Government reserves the right to conduct physical surveys of the plants which are to be used in the performance of a contract. In the event the Government is prevented from making such survey by offeror or its proposed sub-contractor, the offer may be rejected. As a part of the pre-award survey, the offeror may be required to obtain from its intended sources of supply, letters confirming availability of components, materials, machinery and tooling.

52.211-9P36 FDA COMPLIANCE (JAN 1992) DSCP

If any supplies acquired hereunder are recalled under the provisions of the Federal Food, Drug and Cosmetic Act, and regulations thereunder, the contractor shall, at the Government's option, either reimburse the Government, or repair/replace the recalled supplies. Additionally, the contractor shall notify the contracting officer immediately when a firm decides to voluntarily recall or withdraw any product from the marketplace. Upon notification by the contracting officer that supplies acquired hereunder have been recalled, the contractor shall either (a) accept Certificates of Destruction from the Government after the supplies have been properly

52.211-9P36 (continued)

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disposed of, (b) request return of the supplies, or (c) if supplies may be repaired on site without transporting them from their location, furnish all materials necessary to effect repairs. Replacement or reimbursement will be accomplished by the contractor immediately on receipt of Certificates of Destruction or returned supplies. The costs of replacement or repair of supplies, and transportation and handling costs for movement of returned, replaced or repaired supplies within the continental United States shall be paid by the contractor. The provisions of this clause are applicable only when the value of the recalled supplies in the possession of the government amounts to \$100 or more. The rights and remedies of the Government provided in the clause are in addition to, and do not limit, any rights afforded to the Government by any other clause in the contract.

52.215-9P05 ALL-OR-NONE OFFERS (JAN 1992) DSCP

All-or-none offers combining requirements listed in one solicitation with requirements listed in any other individually numbered solicitation will not be accepted. In addition, when less than the total line items of a solicitation are identified as being set aside for small business firms and the balance of the requirements are unrestricted, offers will be evaluated separately for the set-aside and unrestricted portions. Offers combining set-aside items with unrestricted items on an all-or-none basis must be low on both the set-aside and the unrestricted portion to be eligible for award.

52.216-9P04 RESPONSIBILITY FOR ADMINISTRATION OF DELIVERY ORDER(S) (AUG 1992) DSCP

Delivery Orders issued against this Indefinite Delivery Contract shall be administered by the person who placed the order on behalf of the Government, i.e., the ordering officer responsible for the troop support activity. Ordering officers are authorized to modify delivery orders and perform all administrative functions pertaining to such orders including termination of the order for late deliveries and other product nonconformances. In these cases, the applicable agency or activity may repurchase the supplies locally. Ordering officers, however, are not authorized to sign purchase orders or contracts and cannot take any action to charge the account of the contractor unless they are also contracting officers. Only an authorized contracting officer acting on behalf of the agency or activity can take these particular repurchase actions. Administration of the terms and conditions set forth in the IDC is the responsibility of the DSCP contracting officer. The ordering officer shall also notify the DSCP contracting officer of all terminations and repurchase actions which were processed under the IDC.

52.246-9P29 ADMINISTRATIVE COST TO THE GOVERNMENT IN PROCESSING CONTRACT MODIFICATIONS (JAN 1992) DSCP

Where contract modifications are issued solely for the benefit of the contractor, e.g., acceptance of non-conforming supplies or change in place of performance or delivery, the sum of \$100 (the Government's administrative cost to process the modification) shall be obtained from the contractor in addition to any other monetary consideration.

52.246-9P31 SANITARY CONDITIONS (JAN 1998) DSCP

(a) Food Establishments.

(1) Establishments furnishing food items under DSCP contracts are subject to approval by the Military Medical Service or another agency acceptable to the Military Medical Service. The Government does not intend to make any award for, nor accept, any subsistence products manufactured or processed in a plant which is operating under such unsanitary conditions as may lead to product contamination or constitute a health hazard, or which has not been listed in an appropriate Government directory as a sanitarily approved establishment when required. Accordingly, the supplier agrees that, except as indicated in paragraphs (2) and (3) below, products furnished as a result of this contract will originate only in establishments listed in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", published by the U. S. Army Veterinary Command.. Suppliers also agree to inform the contracting officer immediately upon notification that a manufacturing plant is no longer sanitarily approved and/or de-listed from another agency's listing, as indicated in paragraph (2) below. The contracting officer will also be notified when sanitary approval is regained and listing is reinstated. Bread and bakery products from an establishment inspected by the American Institute of Baking need not be listed in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement" if the contractor **certifies in writing** that the establishment is currently in good standing. If the establishment should lose their good standing with the American Institute of Baking, the contractor must notify the Contracting Officer and provide a new source of supply.

(2) Establishments furnishing the products listed below and appearing in the publications indicated need not be listed in the "Directory of Sanitarily Approved Food Establishments."

(i) Poultry, poultry products, and shell eggs from establishments listed in the "List of Plants Operating under USDA Poultry and Egg Grading Programs," published by the Poultry Programs, Grading Branch, AMS, USDA. Egg products (liquid, dehydrated) from establishments listed in the "Meat and Poultry Directory" published by the Food Safety Inspection Service. All products, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the Agency.

(ii) Milk and milk products from plants having a pasteurization plant compliance rating of 90 or more, as certified by a State milk sanitation rating officer and listed in "Sanitation Compliance and Enforcement Ratings of Interstate Milk Shippers," published by the U.S. Public Health Service. These may serve as sources of pasteurized milk and milk products as defined in paragraph N, Section I, Part II of the "Grade 'A' Pasteurized Milk Ordinance, 1978 Recommendations of the U.S. Public Health Service," Public Health Service Publication No. 229.

(iii) "Dairy Plants Surveyed and Approved for USDA Grading Service," published by Dairy Division, Grading Branch, AMS, USDA.

(3) Establishments furnishing the following products are exempt from appearing in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement," or other publication,

52.246-9P31 (continued)

but will remain subject to inspection approval by the Military Medical Service or by another inspection agency acceptable to the Military Medical Service:

(i) Fruits, vegetables and juices thereof.

(ii) Special dietary foods and food specialty preparations (except animal products, unless such animal products are produced in establishments covered by paragraphs (2)(i) above).

(4) Subsistence items, other than those exempt from listing in the U.S. Army Health Services Command "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement," bearing labels reading "Distributed by," etc., are not acceptable unless the source of manufacturing/processing is indicated on the label or on accompanying shipment documentation.

(5) When the Military Medical Service or other inspection agency acceptable to the Military Medical Service determines that the sanitary conditions of the establishment or its products have or may lead to product contamination, the contracting officer will suspend the work until such conditions are remedied to the satisfaction of the appropriate inspection agency. Suspension of the work shall not extend the life of the contract, nor shall it be considered sufficient cause for the contractor to request an extension of any delivery date. In the event the contractor fails to correct such objectionable conditions within the time specified by the contracting officer, the Government shall have the right to terminate the contract in accordance with the "Termination For Cause" clause of the contract.

(b) Delivery Conveyances

The supplies delivered under this contract shall be transported in delivery conveyances maintained to prevent contamination of the supplies, and if applicable, equipped to maintain any prescribed temperature. The delivery conveyances shall be subject to inspection by the Government at all reasonable times and places. When the sanitary conditions of the delivery conveyance have led or may lead to product contamination, or they constitute a health hazard, or the delivery conveyance is not equipped to maintain prescribed temperatures, supplies tendered for acceptance may be rejected without further inspection.

**52.246-9P32 FEDERAL FOOD, DRUG AND COSMETIC ACT - WHOLESOME MEAT ACT
(JAN 1992) DSCP**

(a) The contractor warrants that the supplies delivered under this contract comply with the Federal Food, Drug and Cosmetic Act and the Wholesome Meat Act, and regulations thereunder. This warranty will apply regardless of whether or not the supplies have been:

(1) Shipped in interstate commerce,

(2) Seized under either Act or inspected by the Food and Drug Administration or Department of Agriculture.

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(3) Inspected, accepted, paid for or consumed, or any or all of these, provided however, that the supplies are not required to comply with requirements of said Acts and regulations thereunder when a specific

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paragraph of the applicable specification directs otherwise and the supplies are being contracted for military rations, not for resale.

(b) The Government shall have six months from the date of delivery of the supplies to the Government within which to discover a breach of this warranty. Notwithstanding the time at which such breach is discovered, the right is reserved to give notice of breach of this warranty at any time within such applicable period or within 30 days after expiration of such period, and any such notice shall preserve the rights and remedies provided herein.

(c) Within a reasonable time after notice to the contractor of breach of this warranty, the Government may, at its election:

(1) Retain all or part of the supplies and recover from the contractor or deduct from the contract price a sum determined to be equitable under the circumstances;

(2) Return or offer to return all or part of the supplies to the contractor in place and recover the contract price and transportation, handling, inspection and storage costs expended therefor, provided that if the supplies are seized under either Act, such seizure, at Government option shall be deemed a return of supplies within the meaning of this clause and thereby allow the Government to pursue the remedy provided herein. Failure to agree to any deduction or recovery provided herein shall be a dispute of a question of fact within the meaning of the clause of this contract entitled "Disputes."

(d) The rights and remedies provided by this clause shall not be exclusive and are in addition to other rights and remedies provided by law or under this contract, nor shall pursuit of a remedy herein or by law either jointly, severally or alternatively, whether simultaneously or at different times, constitute an election of remedies.

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)DFARS

(a) Definitions.

As used in this clause—

(1) "Central Contractor Registration (CCR) database" means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) "Data Universal Numbering System(DUNS) number" means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) "Registered in the CCR database" means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment

252.204-7004 (continued)

of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

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(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.